

05-20-2003



Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

5.16-03

Optical Detection Systems, Inc.

2. Name and address of receiving party(ies)

Name: AirDat, LLC

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other \_\_\_\_\_

Street Address: 2314 St. Mary's Road

City: Hillsborough State: NC Zip: 27278

Execution Date: 4/8/2003

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 60/422790

B. Patent No.(s) 6430996B1

5425286B1

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Georgia Kralovic, Esq.

Internal Address: \_\_\_\_\_

Street Address: Jones Day, 222 E. 41 Street

City: New York State: NY Zip: 10017

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120



Enclosed



Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

FINANCE SECTION

MAY 16 AM 7:15

RECORDS

DO NOT USE THIS SPACE

9. Signature.

Georgia Kralovic

Name of Person Signing

Georgia Kralovic

Signature

5/13/03

Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

05/19/2003 TBIAZ1

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120.00 CP

PATENT  
REEL: 014066 FRAME: 0764

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "*Assignment*") is made and entered into as of this 9th day of April, 2003, (the "*Effective Date*"), by and between Optical Detection Systems, Inc., a South Dakota corporation ("*Assignor*"), and AirDat, LLC, a Delaware limited liability company ("*Assignee*").

### RECITALS

A. Assignor and Assignee are parties to that certain Contribution and Investment Agreement, dated as of April 9, 2003 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain of Assignor's assets, as set forth in the Agreement.

B. Assignor is the owner of the United States patents and patent applications identified on Schedule A (the "*Patents*").

C. Pursuant to the Agreement, these Patents are to be assigned to Assignee.

D. Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Patents.

### ASSIGNMENT

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledge, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, all right, title and interest in and to the Patents, and any continuations, continuations-in-part, divisions, reissues, reexaminations, extensions, and foreign patents and patent applications thereof, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the said Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all claims for past and future damages by reason of infringement of same, with the right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Assignor hereby requests that United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Patents to record this Patent Assignment. The Assignor hereby further requests the Commissioner and his or her foreign counterparts to

issue any and all patents resulting from applications among the Patents or derived therefrom to Assignee as assignee of the entire interest.

This Patent Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Assignor and the Assignee. This Patent Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, available exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; and (2) in the implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all of which, taken together, will constitute one and the same agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned have executed this instrument as of

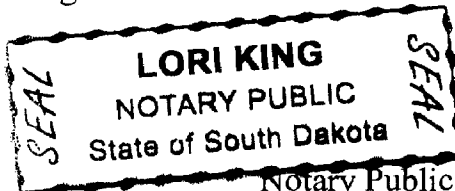
Apr. 1 8, 2003.

OPTICAL DETECTION SYSTEMS, INC.

By: *M. Anderson*  
Name: Mark Anderson  
Title: President

STATE OF SD )  
 )  
 ) ss:  
COUNTY OF Pennington )

On this 8<sup>th</sup> day of April, 2003 personally appeared before me  
Mark Anderson, known to me to be President of Optical Detection Systems,  
Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Optical  
Detection Systems, Inc.



Notary Public:

My commission expires

*Lori King*  
LORI KING, Notary Public  
Pennington County, South Dakota  
My Commission Expires July 10, 2007

AIRDAT LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003 personally appeared before me  
\_\_\_\_\_, known to me to be \_\_\_\_\_ of AirDat LLC, who  
acknowledged that he/she signed this instrument as a free act on behalf of AirDat LLC.

Notary Public:  
My commission expires:

By: \_\_\_\_\_

**Title:**

STATE OF )

**SS:**

COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2003 personally appeared before me

\_\_\_\_\_, known to me to be \_\_\_\_\_ of Optical Detection Systems, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Optical Detection Systems, Inc.

**Notary Public:**

**My commission expires:**

AIRDAT LLC

By: [Signature]

Title:

Director/Manager

STATE OF )

**SS:**

COUNTY OF )

On this 9<sup>th</sup> day of April, 2003 personally appeared before me

Bruce L. Lev, known to me to be a ~~Manager~~ of AirDat LLC, who acknowledged that he/she signed this instrument as a free act on behalf of AirDat LLC.

Notary Public:

My commission expires: 11/13/05

**RANDI LESNICK**  
**NOTARY PUBLIC, State of New York**

No. 02LE6066366

**Qualified in New York County**

**Commission Expires November 13, 2005**

3

## PATENT

REEL: 014066 FRAME: 0768

## **SCHEDULE A**

### **PATENTS**

#### **A. U.S. PATENTS**

1)

##### **PROBE AND INTEGRATED ICE DETECTION AND AIR DATA SYSTEM**

**PATENT NO.:** 6,430,996 B1

**ISSUED:** August 13, 2002

**INVENTOR(s):** Anderson, Mark, Littleton, CO (Colorado), US (United States of America);  
Meiners, Larry, Rapid City, SD (South Dakota), US (United States of America); Burns, Joe ,  
Franktown, CO (Colorado), US (United States of America)

**ASSIGNEE(s):** Optical Detection Systems, Inc. (A U.S. Company or Corporation),  
Rapid City, SD (South Dakota), US (United States of America)

**APPL. NO.:** 9-572,017

**FILED:** May 16, 2000

2)

##### **ELECTRO-OPTIC ICE DETECTION DEVICE**

**PATENT NO.:** 5,425,286 B1

**ISSUED:** July 30, 2002 (19970318)

**INVENTOR(s):** Anderson, Mark, Littleton, CO (Colorado), US (United States of America);  
Meiners, Larry, Rapid City, SD (South Dakota), US (United States of America)

**ASSIGNEE(s):** Optical Detection Systems, Inc. (A U.S. Company or Corporation),  
Rapid City, SD (South Dakota), US (United States of America)

**APPL. NO.:** 9 - 437,290

**FILED:** Nov. 9, 1999

3)

##### **METHOD, APPARATUS AND SYSTEM FOR SENSING AIR BORNE HAZARDOUS MATERIALS**

**APPLICATION NO.:** 60/422,790

**FILED:** 10/31/2002

**INVENTOR(S):** Anderson, Mark V., Rapid City, SD (Colorado), US (United States of  
America; Burns, Joseph D., Franktown, CO (Colorado), US (United States of America)

**ASSIGNEE(S):** Optical Detection Systems, Inc. (A U.S. Company or Corporation),  
Rapid City, SD (South Dakota), US (United States of America)